

ARCHITECTURAL AND CONSULTING AGREEMENT

This agreement dated as of February 8, 1982 by and between Universal City Property Management Company ("Owner"), 100 Universal City Plaza, Universal City, California 91608 and The Elliott Group, Incorporated ("Architect") 1895 Newport Boulevard, Costa Mesa, California 92627.

Owner intends to design and construct a "King Kong" special effect ("Project") on a site with which Architect acknowledges it is familiar. In connection therewith Owner wishes to contract with Architect to perform certain architectural and consulting services as set forth herein. Accordingly, Owner and Architect hereby agree as follows:

ARTICLE 1. Description of Project

Architect shall prepare a Schematic Design for the new "King Kong" special effect to be constructed at Owner's Universal City Florida Tour. Said design shall be in accordance with Owner's concept documents which have been furnished to Architect by Owner and Owner's letter of February 8, 1982, Architect's December 16, 1981 proposal and the January 6, 1982 revision thereof, both of which letter documents together with Owner's letter are attached hereto as Exhibit "A" and made a part hereof. It is understood the "King Kong" figure shall be an original design based on a living ape figure. In no event shall the figure be based on the King Kong figure used in any previously released motion picture.

ARTICLE 2. Architect's Professional Services

2.1 Schematic Design Phase

Architect shall consult with the Owner to determine the requirements of the Project. Based upon these requirements, Architect shall prepare the Schematic Design documents fixing and illustrating the size and character of the Project including a semidetailed estimate of the Cost of the Work based on a square foot or other unit cost computation for approval by the Owner. This estimate is the Schematic Estimate and Architect agrees to use its best professional efforts in the development of such estimates.

2.2 Additional Services

In the event of any change in scope or additional work required of Architect which could result in an increased fee, Architect shall promptly advise Owner thereof and obtain Owner's written approval of additional charges prior to proceeding with the work; and upon the express prior written approval by the Owner, Architect shall provide professional services which are not included in this agreement. Architect shall be compensated for these Professional Services provided and for Reimbursable Expenses relating thereto in accordance with the provisions of Articles three (3) and eight (8) of this agreement.

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FOR IDENTIFICATION
Howard J. Coleman, CSR, NP
T.Y. 1982

2.3 Approvals by Owner

Any approvals by Owner of any plans, drawings, specifications, or other material to be prepared by Architect hereunder, as required by this agreement, or otherwise, at any time through the completion of the Project, shall not excuse or detract from Architect's professional responsibilities hereunder except and unless Owner requests Architect to perform certain services hereunder and Architect then advises Owner in writing that in the professional opinion of Architect such request is improper and thereafter Owner refuses to retract such request.

ARTICLE 3. Guaranteed Maximum Compensation for Professional Services

3.1 Owner is entering into this agreement in reliance upon Architect's representations as to its expertness in the services to be performed hereunder and agrees to pay the Architect as compensation for the services rendered hereunder on an hourly basis for the time expended at the rates set forth in Exhibit "A" attached hereto and made a part hereof. Architect guarantees that the total cost for such services shall not exceed Fifty Five Thousand Dollars (\$55,000.00)

3.2 Upon condition that Architect fulfills and completely performs each and all of the terms and conditions of this agreement and subject to the limitation of the Guaranteed Maximum Compensation, Owner agrees to pay the Architect on a monthly basis commencing thirty (30) days after the date of the final execution of this agreement. Payments shall be made within thirty (30) days after receipt of billing for work accomplished to date and approval of same.

3.3 If at any time Architect ascertains that the completion of its services on the Project will necessitate costs in excess of the Guaranteed Maximum Cost set forth above in this Article 3, Architect shall have an absolute obligation to notify Owner thereof and Architect shall not incur any such additional costs without Owner's prior written approval. In the event Architect should fail to notify Owner and nevertheless incurs such additional costs, Architect shall be obligated to absorb or pay all such unapproved overages.

ARTICLE 4. Definitions

The following are definitions of terms used in this agreement:

4.1 "Cost of the Work". The cost to the Owner of all work designed, specified, or otherwise provided for in the documents prepared by Architect and its consultants for the entire Project. Unless otherwise noted in this agreement, this Cost does not include the compensation of Architect and its consultants or the expense of engineering surveys of the site, soils engineering and construction testing services. Should the Owner furnish labor, equipment, or materials, they shall be included at current market value including a reasonable allowance for overhead and profit. Should the scope or quality of the

Project be increased at any time, the cost of such work shall also be included.

4.2 "Schematic Estimate". This is the estimate of the Cost of the Work which is prepared by Architect and approved by the Owner for the Project as delineated at the completion of the Schematic Design Phase.

4.3 "Adjusted Schematic Estimate". This is the Schematic Estimate as adjusted for any changes in the scope or quality of the work which are authorized by the Owner and as adjusted for any changes in the ENR Index.

4.4 "ENR Index". This term means the nationwide "Engineering News Record Construction Cost Index, Twenty Cities' Average, 1913 = 100", as published by the McGraw-Hill Publishing Company of New York. This Index will reflect any increase or decrease attributable to changes in unit construction costs.

ARTICLE 5. Services and Data Provided by the Owner

5.1 If required to permit the development of the Project, upon written request of Architect the Owner shall provide the following services and data or direct Architect to authorize others to furnish them for the Owner:

5.1.1 An engineering survey of the sites performed by a Registered architect or Land Surveyor including grades and lines of streets, pavements, and adjoining properties; rights of way; restrictions; easements; boundaries and contours of the site; locations and dimensions of existing buildings, improvements and trees; and record information as to available service and utility lines, both public and private, shall be provided.

5.1.2 Drawings and specifications are to be supplied to Architect covering existing facilities as constructed including locations and dimensions of unexposed or underground utility services.

5.1.3 Information included in deeds or lease agreements shall be given to Architect when it concerns restrictions or approvals which affect the Project.

5.1.4 All necessary information, including drawings, concerning equipment furnished by the Owner, shall be provided.

5.1.5 Foundation investigations including geologic and seismologic factors, and legal advice and services shall be furnished when required by the Project.

5.1.6 Structural, mechanical, chemical and other tests, inspections, and reports as required by law, public agencies, or the Contract Documents shall be furnished for the Project.

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5.1.7 To permit orderly progress of the work in accordance with the schedule established for the Project, Owner shall furnish information required of him in a timely manner and promptly review all documents and materials submitted to him.

5.2 In connection with any of the surveys or other material furnished by Owner or obtained by Architect pursuant to or in connection with the provisions of this Article, it is understood that Architect shall use its best professional efforts to determine the reliability of all such surveys and material.

5.3 Owner shall pay for all tests and reports, including structural, chemical, mechanical, soil mechanics and others, if such tests and reports are required and Owner has given its prior written consent therefor.

5.4 If the Owner observes or otherwise becomes aware of any defect in the Project, it shall give prompt written notice thereof to Architect. Similarly, if Architect observes or otherwise becomes aware of any defect in the Project, it shall give prompt written notice thereof to Owner.

ARTICLE 6. Authorized Representatives

Architect and Owner shall designate their Authorized Representatives. Such designations shall be attached hereto as Exhibit "B" and made a part hereof. All information, documents, and approvals desired or required by Architect for performance of its work hereunder shall be obtained from the Owner's Authorized Representative and shall be in writing, and said Owner's Authorized Representative shall be changed during the term of this agreement only by written notice from Owner to Architect.

ARTICLE 7. Schedule

Architect shall perform its services for the Schematic Design so that they are completed no later than April 23, 1982. Said date is of the essence of this agreement. Architect agrees to perform its services in such manner, sequence, and timing that they will comply with said agreed upon time schedule. However, if Architect is delayed at any time in the progress of the Project by any act of negligence on Owner's part, or on the part of Owner's employees, lessees or licensees or by strikes, lockouts, fire or any other similar occurrence not within the Architect's control, then the time of completion as set forth above shall be extended for the period of such delay.

ARTICLE 8. Termination of Agreement

Should the Owner for any reason and at any time in its sole subjective discretion desire to abandon the Project contemplated herein, in whole or in part, or should the Owner for any reason and at any time in its sole and subjective discretion desire to discontinue the services of Architect, Owner shall have the right to do so and terminate this

Agreement. In such event Owner will pay Architect for any Professional Services authorized and performed hereunder prior to the termination.

In no event, however, shall the amount due Architect for Professional Services and Reimbursables exceed the applicable cumulative percentages of the Guaranteed Maximum Compensation or the Maximum Reimbursables specified in Article 3 above.

ARTICLE 9. Ownership of Documents and Computer Programs .

Drawings, Calculations, and Specifications, as instruments of service, are the property of Owner whether the Project be executed or not, and may be used or re-used by Owner in whole or in part. The Owner hereby agrees to indemnify Architect and hold it harmless from all liability, loss, costs, damages, or expenses arising out of, based upon, or related to the use of said Drawings, Calculations, and Specifications for any purpose other than the Project described herein. Upon completion of the Project, the original drawings and "as built" drawings will be microfilmed by Architect for its file. The original drawings and the "as built" drawings then will be delivered to the Owner and may be maintained or destroyed at the option of the Owner.

ARTICLE 10. Patents, Trademarks and Copyrights

10.1 Architect acknowledges that in the rendition of its services under this agreement, it will have access to Owner's design data and information, manufacturing, testing and repair procedures and general business information which is not generally known and which gives Owner an advantage over its competitors who do not know or use it herein referred to as "Owner's Confidential Information". Architect agrees to refrain at all times from disclosing Owner's Confidential Information to others or from using it except for the benefit of Owner and to refrain from any other acts which would tend to destroy the value thereof to Owner. Upon termination of this agreement, Architect shall return to Owner promptly any and all documents or items which are the property of Owner or contain or comprise Owner's Confidential Information.

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10.2 Owner shall own all rights in the Project and in all the results and proceeds of Architect's services with respect thereto. Owner shall have the right to obtain in its name copyright and renewals of copyright and other protection of the Project and all elements thereof including but not limited to the Designs and Specifications therefor. Architect hereby sells, assigns and transfers unto Owner all rights of every kind and nature including the copyright in and to the materials to be furnished by Architect hereunder. At all times during its engagement by Owner and after the termination of said engagement for any reason, Architect shall assist Owner to obtain and maintain for Owner's benefit copyrights in the material and Architect agrees to execute and to cause its subcontractors to execute such further instruments as Owner may reasonably require as evidence of ownership of such rights.

10.3 Architect shall secure appropriate agreements with each of its employees and subcontractors assigned to the Project prior to such

assignments so that each employee will agree to the obligations described in this Paragraph.

ARTICLE 11. Indemnification

Architect hereby agrees to indemnify, defend and hold Owner, together with Owner's parent and affiliated companies and any licensee or lessee of Owner's premises and such parties' respective officers, directors, employees and agents free and harmless from any and all claims, damages, liabilities, losses, costs and expenses (including attorneys' fees incurred as a result of appellate proceedings and all other attorneys' fees) for errors, omissions or negligent acts arising out of Architect's performance of its professional services on the project. Architect hereby releases Owner together with Owner's parent and affiliated companies and any licensee or lessee of Owner's premises and such parties' respective officers, directors, employees and agents from liability to Architect for loss or damage to any of Architect's or its subcontractors' property arising out of any act or omission, negligent or otherwise (except for any solely negligent or intentional tortious acts by Owner or any of the other aforementioned parties), in connection with the performance of this agreement by Owner to the extent Architect is insured against such damage and/or loss and recovers therefor under such insurance or to the extent Architect is self-insured under a formal self-insurance program.

ARTICLE 12. Insurance

Architect agrees to provide the following insurance coverages on the forms and in amounts not less than specified:

12.1 Full and Unlimited Statutory Worker's Compensation including Employer's Liability with a limit of not less than \$1,000,000.00;

12.2 Professional liability insurance policy covering Architect's Errors and Omissions with a minimum limit of liability of \$1,000,000 per loss;

12.3 Comprehensive General Liability and Auto Liability (including Blanket or Specific Contractual Liability, and Personal Injury Liability) with minimum combined single limits of \$1,000,000;

12.4 Architect will deliver to the Owner upon execution of this agreement satisfactory evidence of such insurance coverage on the Owner's certificate form, or other form acceptable to the Owner or if required, copies of the policies. All required insurance will be placed in carriers satisfactory to the Owner and will provide thirty (30) days written notice of cancellation of non-renewal. All insurance furnished by Architect or its subcontractors hereunder shall be in full force and effect during Architect's performance of this agreement. In addition, all Errors and Omissions Insurance provided hereunder shall remain in force and effect for a period of one (1) year from the date issued and may be extended if Owner elects to proceed with the construction. In such event said insurance coverage shall remain in full force in effect for one (1) year after completion of construction.

12.5 Owner and Architect waive all rights of subrogation on behalf of any insurance company insuring their respective interests so long as said waiver does not violate any terms and conditions of any such insurance policy.

ARTICLE 13. Accounting Records

Architect shall keep records relating to the Project on a generally recognized accounting basis and shall make such records available to Owner if requested. Architect's obligation hereunder shall terminate twenty-four (24) months after completion of the final phase of the Project.

ARTICLE 14. Independent Contractor

It is understood and agreed that Architect is acting as an independent contractor in performance of Architect's obligations hereunder. Nothing herein contained shall be construed as creating the relationship of principal and agent or employer and employee between Owner and Architect.

ARTICLE 15. Fair Employment

Architect agrees that neither Architect nor its subcontractors will discriminate against any employee or applicant for employment because of race, religion, color, sex, age, physical handicap, or national origin, except where sex or absence of physical handicap is a bona fide occupational qualification, and that Architect will execute and cause each of its subcontractors to execute any such certificates and covenants not to discriminate, as may be required by any governmental authority. The provisions of Section 202 of Executive Order #11246 as amended are expressly incorporated herein by reference, and shall be applicable to this agreement unless exempted by rules, regulations or orders of the Secretary of Labor.

ARTICLE 16. Labor Relations

Architect agrees to conduct its operations and its relations with all of its employees and all of the employees of subcontractors so as not to interfere with, or cause labor or union friction with, any persons working on the Project, or with any labor unions or personnel working on Owner's premises. Notwithstanding the generality of the foregoing, Architect shall immediately take any action in the event of any jurisdictional labor dispute or jurisdictional strike as instructed by Owner. In the event that Architect shall become involved in a labor dispute which causes injury or inconvenience to Owner (in Owner's sole discretion), Owner shall have the right to terminate this Agreement. All personnel used in connection with the Project shall be experienced and competent, and shall be members of the proper union or unions to the extent such membership may lawfully be required under any applicable

collective bargaining agreement so that Owner will not be in breach of any union contract to which Owner is now, or may hereafter in the future be, a party.

ARTICLE 17. Notice

All notices or matters which Architect is required or may desire to give Owner hereunder shall be in writing and sent by mail or telegraph addressed to the attention of Vice President, Planning and Development, MCA Recreation Services at the address set forth in the opening paragraph hereof with a copy addressed to the attention of Law Department at the same address. Notices or matters that Owner is required, or may desire to give Architect hereunder, shall be in writing and sent by mail or telegraph addressed to the Architect at the address set forth in the opening paragraph hereof or such other location as agreed to in writing by the Owner and the Architect. All notices shall be deemed delivered on the date mailed or telegraphed.

ARTICLE 18. Assignment

Owner may assign this agreement to any party. Architect shall not assign this contract to anyone other than a parent company, related company or affiliate of Architect or to any company with which Architect may merge or consolidate.

ARTICLE 19. Miscellaneous Provisions

19.1 Architect shall provide professional services for the Project to the best of Architect's ability and to the best capabilities generally recognized as being employed by professionals of Architect's caliber in the states of California and Florida. This standard of competence shall apply to all of Architect's obligations under this agreement. Architect shall use its best efforts to comply with all applicable federal, state, county and city statutes, safety regulations, codes, ordinances, and orders, and with those of any other governing bodies having jurisdiction.

19.2 The Project and all matters relating thereto, including any discussions between Owner and Architect, shall be treated as confidential by Architect and Architect's employees. With prior the written approval of Owner, Architect may use Project material in the course of its own business development.

19.3 Architect agrees to call to Owner's attention any facts or circumstances which Architect is aware of, becomes aware of, or should reasonably be aware of, in the performance of its obligations hereunder, which indicate that any written instructions, diagrams or any other material that Owner or others designated by Owner supply Architect are unsuitable or inaccurate for the purposes for which material is supplied Architect. The word "written" shall be deemed to include any conference memos delivered to Owner pursuant to Paragraph 20.4 below.

19.4 Architect shall deliver to Owner as soon as possible a copy of a conference memo covering each meeting involving Architect and pertaining

to the Project, including all meetings with Owner and its representatives their employees, inspectors, government officials and others.

19.5 Architect shall fully cooperate with Owner and Owner's Authorized Representative, consultants, engineers, contractors and other parties working with or for Owner in connection with the Project.

19.6 All drawings will be prepared on MCA titled velum only (to be provided by Owner upon request).

19.7 Architect shall deliver to Owner upon execution of this agreement a copy of Architect's Certificate of Authority to do Business under Chapter 481 of the Florida Statutes. All individual architects whose services are furnished by Architect hereunder shall be currently licensed as required under Section 481.213 of the Florida Statutes. Architect shall furnish a copy of the Certificate of Authority for any or all of such individual architects if Owner so requests at any time hereunder.

19.8 Architect hereby waives Architect's lien rights under Chapter #713 of the Florida Statutes and holds harmless Owner, together with Owner's parent and affiliated companies and any licensee or lessee of Owner's premises and such parties' respective officers, directors, employees and agents, from any liens or claims of liens filed by any person or entity working for or under the direction of Architect.

ARTICLE 20. Construction of Language

The language in all parts of this agreement shall be construed simply, according to its fair meaning and not strictly for or against either Owner or Architect.

ARTICLE 21. Legal Proceedings

Any legal proceeding of any nature brought by any party against the other party to enforce any right or obligation under the Contract, or arising out of any matter pertaining to this Contract or the Work to be performed hereunder, shall be submitted for trial before any court of competent jurisdiction in the State of California or in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; or if the Circuit Court does not have jurisdiction, then before the United States District Court for the Middle District of Florida (Orlando Division); or if neither of such courts shall have jurisdiction, then before any other court sitting in Orange County, Florida having subject matter jurisdiction. The parties hereto expressly consent and submit to the jurisdiction of any such court and agree to accept service of process outside the State of Florida or California in any matter to be submitted to any such court pursuant hereto.

ARTICLE 22. Entire Agreement

No provision hereof may be waived or modified except by a writing signed by both parties. This agreement represents the entire

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understanding of the parties and supersedes all prior written or oral agreements between them with respect to this matter.

THE ELLIOTT GROUP, INCORPORATED
(Architect)

UNIVERSAL CITY PROPERTY MANAGEMENT
COMPANY (Owner)

By _____

By _____

Tax I.D. #: _____

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